

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

| | | |
|---|---|---------------------------|
| In re: |) | Chapter 11 |
| |) | |
| IEH AUTO PARTS HOLDING LLC, <i>et al.</i> , |) | Case No. 23-90054 (CML) |
| |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Re: Docket No. 208 |

**NOTICE OF ASSUMPTION AND ASSIGNMENT OF DESIGNATED CONTRACTS TO
CARPARTS.COM INC. – BACKUP BIDDER**

On January 31, 2023 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

On February 10, 2023, the Debtors filed a motion [Docket No. 96] (the “Bid Procedures Motion”) with the Court seeking entry of orders, among other things authorizing and approving (a) the sale of the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests except to the extent otherwise set forth in the purchase agreement executed by the Debtors and the Winning Bidder or Backup Bidder, (b) the assumption and assignment of Designated Contracts (if any), and (c) granting related relief.¹

On March 10, 2023, the Court entered an order [Docket No. 208] (the “Bid Procedures Order”) approving, among other things, the Assumption and Assignment Procedures, which establish the process by which any executory contracts designated by the Winning Bidder or Backup Bidder shall be assumed and assigned to the Winning Bidder or Backup Bidder, as applicable. **All recipients of this notice should carefully read the Bid Procedures Order and the Assumption and Assignment Procedures in their entirety.**

On May 13, 2023, the Debtors filed with the Court the Notice of Winning Bids at Docket No. 514 (the “Notice of Winning Bids”). The Notice of Winning Bids is attached as **Schedule 1** and discloses the Winning Bid and Backup Bid for the lots as listed. The Notice of Winning Bids, includes a Proposed Assumed Leases List and/or Proposed Assumed Executory Contracts List² for each lot, as applicable. The inclusion of a lease or contract shall not (a) obligate the Debtors to assume or assign such lease or contract or (b) constitute any admission or agreement by the Debtors that such lease or contract is an executory contract. Only those leases or contracts that are included

¹ Capitalized terms used but not defined have the meanings ascribed to them in the Bid Procedures Motion.

² As those terms are used in the Notice of Winning Bids.

on a schedule of assumed and acquired leases or contracts attached to definitive documentation in the Sale that is approved by the Sale Order will be assumed and assigned.

Copies of the Bid Procedures, Bid Procedures Motion, the Bid Procedures Order, the Notice of Winning Bid, and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://kccllc.net/autoplus>.

Potential Assignment of Designated Contracts to the Backup Bidder

You are receiving this notice (the "Assignment Notice") because you are a counterparty to the executory contract(s) listed on **Schedule 2** and **Schedule 3**, which the Debtors are proposing to assume and assign to the Backup Bidder, Carparts.com Inc., in connection with the Sale (the "Designated Contracts").

A. Cure Amounts

Section 365(b)(1) of the Bankruptcy Code requires a debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption.

In accordance with the assumption and assignment procedures authorized by the Court pursuant to the Bid Procedures Order (the "Assumption and Assignment Procedures"), on April 11, 2023 [Docket No. 361] the Debtors filed with the Court an initial cure notice (the "Initial Cure Notice"). The deadline to object to the Initial Cure Notice was April 25, 2023 at 5:00 P.M. prevailing Central Time (the "Initial Cure Notice Objection Deadline"). On May 2, 2023 [Docket No. 475], the Debtors filed with the Court a first supplemental cure notice (the "First Supplemental Cure Notice"). The deadline to object to the First Supplemental Cure Notice is May 16, 2023 at 5:00 P.M. prevailing Central Time (the "First Supplemental Cure Notice Objection Deadline" and together with the Initial Cure Notice Objection Deadline, the "Cure Objection Deadlines"). The Debtors served upon the non-Debtor counterparties to the Designated Contracts, one or more notices (each, a "Cure Notice") setting forth that such executory contract or unexpired lease may be assumed or assigned to the Purchaser and the applicable cure amount the Debtors believe is necessary to satisfy to assume such executory contract or unexpired lease in accordance with section 365 of the Bankruptcy Code.

Schedule 2 and **Schedule 3** set forth the cure amount (if any) of Designated Contracts according to the Debtors' records that is required pursuant to section 365(a) of the Bankruptcy Code. Except as to those cure amounts related to the First Supplemental Cure Notice as the First Supplemental Cure Notice Objection Deadline has not expired, the cure amounts set forth in **Schedule 2** shall be controlling as of the date of this Assignment Notice; the non-debtor party to each unexpired lease set forth on **Schedule 2** stipulated that the Cure Amount set forth in this Assignment Notice is correct in accordance with the Assignment and Assumption Procedures; the non-debtor party shall be forever barred, estopped and enjoined from asserting or claiming that any additional amounts are due or other defaults exist. For the avoidance of doubt, the cure amounts set forth in **Schedule 2** are not controlling where there are outstanding objections.

Schedule 3 sets forth the proposed cure amount (if any) of Designated Contracts not previously included on a Cure Notice according to the Debtors' records that is required pursuant to section 365(a) of the Bankruptcy Code. **The proposed cure amount represents all monetary defaults of any nature that the Debtors believe are or may be outstanding under the Designated Contract prior to the closing of the Sale. If you believe the proposed cure amount is listed with an incorrect amount, you must object in accordance with the procedures described in this notice by no later than the objection deadline set forth below under the heading "Important Dates and Deadlines."**

B. Adequate Assurance of Future Performance

Section 365(a) of the Bankruptcy Code conditions assignment on the Winning Bidder or Backup Bidder providing "adequate assurance of future performance." Counterparties to Designated Contracts may request adequate assurance of future performance by the Winning Bidder or Backup Bidder by contacting counsel to the Debtors, Jackson Walker LLP (SaleJW-AutoPlus@jw.com) and The Law Office of Liz Freeman (liz@lizfreemanlaw.com). Such adequate assurance may be provided on a confidential basis for all nonpublic information. **If you object to assumption and assignment of your Designated Contract based solely on the adequate assurance of future performance, you must object in accordance with the procedures described in this notice by no later than the objection deadline set forth below under the heading "Important Dates and Deadlines."**

To the maximum extent permitted by law, to the extent any provision in any Designated Contract assumed and assigned pursuant to the Sale Order restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assignment and assignment of such Designated Contract (including any "change in control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Sale Order and any definitive documentation for the Sale shall not entitle the non-Debtor party to terminate such Designated Contract or to exercise any other default-related rights with respect, unless such non-Debtor party properly and timely files an objection and such objection is not overruled, withdrawn or otherwise resolved.

Important Dates and Deadlines³

The Bid Procedures Order and Assumption and Assignment Procedures include a number of dates and deadlines, only a few of which are highlighted here:

- **Deadline to Object to the Sale.** Objections to the Sale (except with respect to the assumption and assignment of any Designated Contract, including objections to the proposed cure amount of the Designated Contracts on **Schedule 3** or adequate assurance of future performance by the Winning Bidder or Backup Bidder of any of the Designated Contracts) must be filed with the Court by **May 17, 2023, at 5:00 p.m.** (prevailing Central Time) and otherwise meet the requirements set forth in the Bid Procedures Order.

³ The following dates and deadlines may be extended by the Debtors (with the consent of the DIP Lender) by filing a notice with the Court, pursuant to the Bid Procedures.

- **Deadline to Object to Adequate Assurance of Future Performance of Payment.** Any objection to the assumption and assignment of a Designated Contract on Schedule 2 or Schedule 3, including objections to adequate assurance of future performance, *must*: (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state the name and address of the objecting party and identify the Designated Contract at issue; (d) state, with particularity, the basis and nature of any objection to the assumption and assignment, cure amount, and/or adequate assurance of future performance; and (e) be filed with the Court with proof of service thereof so as to be actually received on or before **5:00 p.m. (prevailing Central Time) on May 18, 2023**.
- **Deadline to Object to Proposed Cure Amounts for Designated Contracts on Schedule 3.** Any objection to the proposed cure amount solely related to the Designated Contracts on Schedule 3 shall: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and identify the Designated Contract at issue; (d) be filed with the Court with proof of service thereof so as to be actually received on or before **14 days following the date of service of this Assignment Notice**.
- **Sale Hearing.** A hearing to consider approval of the proposed Sale (including assignment of Designated Contracts) will be held before the Court on **May 19, 2023, at 10:00 a.m. (prevailing Central Time)** at 515 Rusk Street Courtroom 401, Houston, Texas 77002. Participation in the hearing may be in person or by an audio and video connection, as set forth in the Bid Procedures Motion.

Consequences of Failing to Timely Assert an Objection

Except as otherwise ordered by the Court, any party or entity that fails to timely make an objection to the Sale on or before the objection deadline in accordance with the Bid Procedures Order and this Assignment Notice shall be forever barred from asserting any objection to the Sale, including with respect to (a) the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests and (b) the assumption and assignment of a Designated Contract, proposed cure amount, or adequate assurance of future performance. Any counterparty to a Designated Contract that fails to object to the proposed assumption and assignment by the objection deadline will be deemed to assent to the assumption of the Designated Contract on the terms defined in this Notice.

Assumption and assignment of any Designated Contract shall result in the full release and satisfaction of any cures, claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or any bankruptcy-related defaults, arising at any time prior to the effective date of assumption. Any and all proofs of claim based upon executory contracts or unexpired leases that have been assumed in the chapter 11 cases, including pursuant to the Sale Order, shall be deemed disallowed and expunged as of the later of (1) the date of entry of an order of the Court (including the Sale Order) approving such assumption and (2) the effective date of such assumption without the need for any objection or any further notice to or action, order, or approval of the Court.

Dated: May 14, 2023

/s/ Vienna F. Anaya

JACKSON WALKER LLP

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Schedule 2
Notice of Winning Bids

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

IEH AUTO PARTS HOLDING LLC, *et al.*,⁴

Debtors.

)
) Chapter 11
)
) Case No. 23-90054
)
) (Jointly Administered)
)

NOTICE OF WINNING BIDS

On March 10, 2023, the United States Bankruptcy Court for the Southern District of Texas entered the *Order Approving the Bid Procedures and Granting Related Relief* [Docket No. 208] (the “Bidding Procedures Order”).⁵

Pursuant to the Bidding Procedures Order, the Debtors file this *Notice of Winning Bids* including (i) a copy of each Winning Bid and Backup Bid, (ii) the identities of the Winning Bidders and Backup Bidders, and (iii) a list of all executory contracts and unexpired leases proposed to be assumed and assigned as part of the Sale.

The Debtors received multiple Qualified Bids and conducted an auction on May 10–11, 2023, to sell the Debtors’ assets in Lots 1–9(c). After conclusion of Lot 9(c), the Debtors announced that they would sell certain remaining assets (satellite locations and distribution centers) in Lot 9(d). The Lot 9(d) locations and distribution centers were circulated to all

⁴ The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity’s federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors’ service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

⁵ Capitalized terms used but not defined herein have the meanings given to them in the Bidding Procedures Order.

Qualified Bidders on May 12, 2023, with a deadline to submit bids of May 15, 2023. The Debtors will review received bids and file another notice of winning bidder(s) for Lot 9(d) pursuant to the Bid Procedures.

The highest and best bids for Lots 1–9(c) were presented by the following bidders (the “Winning Bidders”) and the backup bids were presented by the following backup bidders (the “Backup Bidders”):

| <u>Lot</u>⁶ | <u>Name of Winning Bidder</u> | <u>Name of Backup Bidder</u> |
|-------------------------------|--|--|
| Lot 1: Southeast | TPH Holdings, LLC | Elliott Auto Supply Co., Inc. d/b/a FMP |
| Lot 2: Mason City | Elliott Auto Supply Co., Inc. d/b/a FMP | XL Parts LLC and APH Stores Inc. |
| Lot 3: Florida | National Auto Parts Warehouse, LLC | TPH Holdings, LLC |
| Lot 4: Memphis | Elliott Auto Supply Co., Inc. d/b/a FMP | N/A |
| Lot 5: Texas | Marco Holdings I, LLC and Arnold Oil Company of Austin, L.P. | XL Parts LLC |
| Lot 6: Northeast | Fisher Auto Parts Inc. and Clutch Acquisition LLC | Elliott Auto Supply Co., Inc. d/b/a FMP |
| Lot 7: Marietta | Fisher Auto Parts Inc. and Clutch Acquisition LLC | Elliott Auto Supply Co., Inc. d/b/a FMP |
| Lot 8: Mid-Atlantic | Fisher Auto Parts Inc. and Clutch Acquisition LLC | Elliott Auto Supply Co., Inc. d/b/a FMP |
| Lot 9(a): Pep Boys | American Entertainment Properties Corp. | Carparts.com Inc. |
| Lot 9(b): IP | American Entertainment Properties Corp. | N/A |
| Lot 9(c): IT | American Entertainment Properties Corp. | N/A |

The Debtors consider the auction process for the Lots 1–9(c) to be closed. However, certain of these lots remain subject to finalization of an asset purchase agreement. The Debtors

⁶ The assets acquired by lot are attached hereto on **Exhibit 1**.

reserve the right to nullify the auction result, name a Backup Bidder the Winning Bidder, and close a transaction with that party(ies) if a mutually acceptable asset purchase agreement is not finalized with the current Winning Bidder in a timely manner. The Debtors will file and serve an amended Notice of Winning Bids in such an instance.

The Debtors certify that they are working to provide, in coordination with the proposed assignee, the Winning Bidder's Adequate Assurance information to each affected Counterparty on a confidential basis.

Houston, Texas
Dated: May 13, 2023

/s/ Genevieve M. Graham

JACKSON WALKER LLP

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*Co-Counsel and Conflicts Counsel
for the Debtors*

Schedule 2**Backup Bid – Pep Boys Lot**

| # | ID | <u>Profit Center Name</u> | <u>State</u> | <u>Landlord Name</u> | <u>Landlord Address</u> | <u>Debtor Tenant</u> | <u>Premises Address</u> | <u>Cure</u> | On Cure List |
|----------|-----------|-------------------------------------|---------------------|----------------------------------|---|-----------------------------|---|--------------------|---------------------------|
| 1. | 18076 | Auto Plus Chester DC 18076 | NY | c/o Icahn Enterprises L.P. | 16690 Collins Avenue - Penthouse Suite Sunny Isles Beach, FL 33160 | IEH Auto Parts LLC | 29 Elizabeth Drive Chester, NY 10918 | \$0.00 | Supplemental Cure List |
| 2. | 18077 | Auto Plus Plainfield DC 18077 | IN | c/o Icahn Enterprises L.P. | 16690 Collins Avenue - Penthouse Suite Sunny Isles Beach, FL 33160 | IEH Auto Parts LLC | 807 Perry Road Plainfield, IN 46168 | \$0.00 | Supplemental Cure List |

Schedule 3
***[Backup Bidder - Leases Subject to Possible Assumption Not
Previously Included on a Cure List]***

| # | ID | <u>Profit Center Name</u> | <u>State</u> | <u>Landlord Name</u> | <u>Landlord Address</u> | <u>Debtor Tenant</u> | <u>Premises Address</u> | <u>Cure</u> | <u>On Cure List</u> |
|----------|-----------|---|---------------------|--|---|-----------------------------|---|--------------------|----------------------------|
| 1. | 10489 | W Ralph Ave Copaigue | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 231 East Sunrise HWY Lindenhurst, NY 11757 | \$0.00 | Schedule 3 |
| 2. | 10036 | Auto Plus - E Washington St | IN | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 7201 E. Washington St Indianapolis, IN 46219 | \$0.00 | Schedule 3 |
| 3. | 10056 | 10056 - Supercenter 519 - POTTSTOWN | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 101 Shoemaker Road Pottstown, PA 19464 | \$0.00 | Schedule 3 |
| 4. | 10067 | S W. Pioneer Pkwy Dalworthington Gardens | TX | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2710 South Cooper Arlington, TX 76015 | \$0.00 | Schedule 3 |
| 5. | 10074 | 10074 - Supercenter 13 - MACDADE BLVD. | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 20 N. Macdade Blvd Glenolden, PA 19036 | \$0.00 | Schedule 3 |
| 6. | 10076 | 10076 - Supercenter 29 - 23RD STREET | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2298 Ritner Street Philadelphia, PA 19145 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|---|-------|--|---|-----------------------|---|--------|--------------|
| 7. | 10077 | 10077 - Supercenter 234 - DELAWARE AVENUE | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1100 South Delaware Avenue Philadelphia, PA 19147 | \$0.00 | Schedule 3 |
| 8. | 10078 | 10078 - Supercenter 1051 - LINDBERGH | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 7720 Lindbergh Blvd Philadelphia, PA 19153 | \$0.00 | Schedule 3 |
| 9. | 10105 | AutoPlus Marietta 10 | GA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 3168 Canton Road NE Marietta, GA 30066 | \$0.00 | Schedule 3 |
| 10. | 10123 | S 14th Street Plano | TX | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 928 Spring Creek Parkway Plano, TX 75023 | \$0.00 | Schedule 3 |
| 11. | 10194 | Pep Boys 310 - Kissimmee - 10194 | FL | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 302 W. Vine St Kissimmee, FL 34741 | \$0.00 | Schedule 3 |
| 12. | 10250 | S Regis Ave W. Mifflin | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 390 Clairton Blvd Pittsburgh, PA 15236 | \$0.00 | Schedule 3 |
| 13. | 10314 | Auto Plus Salem 10314 | NH | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 524 South Broadway Salem, NH 03079 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|---|-------|--------------------------------------|--|--------------------|---|--------|--------------|
| 14. | 10319 | Pep Boys 194 - Lake worth/FL - 10319 | FL | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 4301 Lake Worth Road Lake Worth, FL 33461 | \$0.00 | Schedule 3 |
| 15. | 10328 | S Thomaston Ave Waterbury | CT | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 699 Wolcott St Waterbury, CT 06705 | \$0.00 | Schedule 3 |
| 16. | 10439 | 10439 - Supercenter 144 - ANDORRA | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 9109 Ridge Ave Philadelphia, PA 19128 | \$0.00 | Schedule 3 |
| 17. | 10440 | 10440 - Supercenter 280 - ROOSEVELT BLVD. | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 4640 Roosevelt Blvd Philadelphia, PA 19124 | \$0.00 | Schedule 3 |
| 18. | 10441 | 10441 - Supercenter 380 - WARMINSTER | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 982 Street Road Warminster, PA 18974 | \$0.00 | Schedule 3 |
| 19. | 10443 | 10443 - Supercenter 33 - STREET ROAD | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1748 Street Road Cornwells Heights, PA 19020 | \$0.00 | Schedule 3 |
| 20. | 10447 | 10447 - Supercenter 17 - COLONIAL PARK | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 4949 Jonestown Road Harrisburg, PA 17109 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|--|-------|--|---|-----------------------|--|--------|--------------|
| 21. | 10536 | 10536 - Supercenter 23 - LANCASTER/PA | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2080 Lincoln Highway Lancaster, PA 17602 | \$0.00 | Schedule 3 |
| 22. | 10568 | Auto Plus Merritt 10568 | MD | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1503 Merritt Boulevard Baltimore, MD 21222 | \$0.00 | Schedule 3 |
| 23. | 10603 | Auto Plus Woodbridge 10603 | VA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1641 Wigglesworth Way Woodbridge, VA 22191 | \$0.00 | Schedule 3 |
| 24. | 10609 | Auto Plus Virginia Beach 10609 | VA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1116 Lynnhaven Parkway Virginia Beach, VA 23452 | \$0.00 | Schedule 3 |
| 25. | 10616 | 10616 - Supercenter 62 - CONCORD PIKE | DE | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2904 Concord Pike Talleville, DE 19803 | \$0.00 | Schedule 3 |
| 26. | 10800 | 10800 - Supercenter 9 - HUNTING PARK | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1050 E. Hunting Park Ave. Philadelphia, PA 19124 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|---|-------|--|---|-----------------------|--|--------|--------------|
| 27. | 10820 | 10820 - Supercenter 41 - PLEASANTVILLE | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 6814 Tilton Road Egg Harbor Township, NJ 08232 | \$0.00 | Schedule 3 |
| 28. | 10821 | 10821 - Supercenter 50 - TOMS RIVER | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 301 Route 37 East Toms River, NJ 08753 | \$0.00 | Schedule 3 |
| 29. | 10828 | 10828 - Supercenter 401 - GLASSBORO | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 711 Delsea Drive N Glassboro, NJ 08028 | \$0.00 | Schedule 3 |
| 30. | 10832 | Pep Boys Store #1014 - Verizon Fleet Pr | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 735 Promenade Blvd. Bridgewater, NJ 08807 | \$0.00 | Schedule 3 |
| 31. | 10841 | 10841 - Supercenter 7 - BUSTLETON | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 7424 Bustleton Ave. Philadelphia, PA 19152 | \$0.00 | Schedule 3 |
| 32. | 10843 | 10843 - Supercenter 253 - BROOMALL | PA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2916 Springfield Road Broomall, PA 19008 | \$0.00 | Schedule 3 |
| 33. | 10848 | AUTO PLUS PB #68 10848 | MD | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 3390 Crain Highway Waldorf, MD 20603 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|-------------------------|-------|--------------------------------------|--|--------------------|--|--------|--------------|
| 34. | 10849 | AUTO PLUS PB #71 10849 | MD | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1804 University Blvd West Hyattsville, MD 20783 | \$0.00 | Schedule 3 |
| 35. | 10852 | AUTO PLUS PB #186 10852 | VA | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2224 W Mercury Blvd Hampton, VA 23666 | \$0.00 | Schedule 3 |
| 36. | 10854 | AUTO PLUS PB #193 10854 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1025 Niagara Falls Blvd Amherst, NY 14226 | \$0.00 | Schedule 3 |
| 37. | 10860 | AUTO PLUS PB #247 10860 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 354 4th Avenue Brooklyn, NY 11215 | \$0.00 | Schedule 3 |
| 38. | 10862 | AUTO PLUS PB #343 10862 | MD | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1911 West Street Annapolis, MD 21401 | \$0.00 | Schedule 3 |
| 39. | 10868 | AUTO PLUS PB #436 10868 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 208-22 Jamaica Ave Queens Village, NY 11428 | \$0.00 | Schedule 3 |
| 40. | 10871 | AUTO PLUS PB #566 10871 | MD | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 20900 A Frederick Road Germantown, MD 20876 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|---|-------|--|---|-----------------------|---|--------|--------------|
| 41. | 10875 | 10875 - Supercenter 40 - EDGEWATER PARK | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 2176 Route 130 South Edgewater Park, NJ 08010 | \$0.00 | Schedule 3 |
| 42. | 10876 | Auto Plus PB#1072 Long Island City 10876 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 38-19 21st Street Long Island City, NY 11101 | \$0.00 | Schedule 3 |
| 43. | 10877 | AUTO PLUS PB#453 RIDGEWOOD 10877 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 61-01 Metropolitan Avenue Ridgewood, NY 11385 | \$0.00 | Schedule 3 |
| 44. | 10880 | AUTO PLUS PB#180 ELMONT 10880 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1802 Hempstead Turnpike Elmont, NY 11003 | \$0.00 | Schedule 3 |
| 45. | 10887 | Auto Plus PB#459 Hempstead 10887 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 320 Peninsula Blvd. Hempstead, NY 11550 | \$0.00 | Schedule 3 |
| 46. | 10890 | Auto Plus PB#1053 Carteret 10890 | NJ | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 801 Roosevelt Ave Carteret, NJ 07008 | \$0.00 | Schedule 3 |
| 47. | 10893 | 10893 - Supercenter 348 - BAYSHORE | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 231 E.Sunrise Highway Lindenhurst, NY 11757 | \$0.00 | Schedule 3 |

| # | ID | Profit Center Name | State | Landlord Name | Landlord Address | Debtor Tenant | Premises Address | Cure | On Cure List |
|-----|-------|---|-------|--|---|-----------------------|---|--------|--------------|
| 48. | 10927 | Auto Plus PB#373 Elmwood Ave 10927 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1996 Elmwood Ave Buffalo, NY 14207 | \$0.00 | Schedule 3 |
| 49. | 10929 | Auto Plus PB#183 Greece 10929 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1181 North Greece Road Greece, NY 14626 | \$0.00 | Schedule 3 |
| 50. | 10931 | Auto Plus PB#166 Henrietta 10931 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 1375 Market Place Drive Rochester, NY 14623 | \$0.00 | Schedule 3 |
| 51. | 10932 | Auto Plus PB#155 New Hartford 10932 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 4475 Commercial Dr New Hartford, NY 13413 | \$0.00 | Schedule 3 |
| 52. | 10934 | Auto Plus PB#156 Cicero 10934 | NY | THE PEP BOYS - MANNY, MOE & JACK LLC | 3111 West Allegheny Avenue Philadelphia, PA 19132 | IEH Auto Parts LLC | 7885 Brewerton Rd Cicero, NY 13039 | \$0.00 | Schedule 3 |